

Form 210A (10/06)

## United States Bankruptcy Court

Eastern District Of Virginia

In re Circuit City Stores, Inc., et al,

Case No. 08-35653 - Chapter 11

### TRANSFER OF CLAIM OTHER THAN FOR SECURITY

A CLAIM HAS BEEN FILED IN THIS CASE or deemed filed under 11 U.S.C. § 1111(a).  
Transferee hereby gives evidence and notice pursuant to Rule 3001(e)(2), Fed. R. Bankr. P., of the transfer, other than for security, of the claim referenced in this evidence and notice.

William E. Butler, as General Receiver  
Name of Transferee

Larry J. Rietz, MP, LLC  
Name of Transferor

Name and Address where notices to transferee should be sent:

David E Eash, Esq  
221 N Wall, #500  
Spokane, WA 99201

Phone: 509-838-4261

Last Four Digits of Acct #: \_\_\_\_\_

Court Claim # (if known): 08-35653

Amount of Claim: \$521,145.54

Date Claim Filed: 11/11/08

Phone: 312-609-7563

Last Four Digits of Acct. #: \_\_\_\_\_

Name and Address where transferee payments should be sent (if different from above):

Phone: \_\_\_\_\_

Last Four Digits of Acct #: \_\_\_\_\_

I declare under penalty of perjury that the information provided in this notice is true and correct to the best of my knowledge and belief.

By: [Signature]

Transferee/Transferor's Agent  
DAVID E. EASH, Esq

Date: 9-15-09

Penalty for making a false statement: Fine of up to \$500,000 or imprisonment for up to 5 years, or both. 18 U.S.C. §§ 152 & 3571.

10/02/2009 02:20:32 PM  
Recording Fee \$80.00 Page 1 of 19  
Order DAVID EASH  
Spokane County Washington

5839050

**RETURN ADDRESS**



David E. Eash

221 N. Wall St., Suite 500

Spokane, WA 99201

**Please Type or Print Neatly & Clearly All Information**

**Document Title(s)**

Order Appointing General Receiver

**Reference Number(s) of Related Documents**

**Judgment Debtor** (Last Name, First & Middle Initial)

Larry J. Rietz, MP, LLC

**Judgment Creditor** (Last Name, First & Middle Initial)

Butler, William (Receiver)

**Legal Description** (Abbreviated form is acceptable) i.e. Section/Township/Range/1/4 Section

All properties of Judgment Debtor in Spokane County Washington

**Assessor's Tax Parcel ID Number: \***

The County Auditor will rely on the information provided on this form. The Staff will not read the document to verify the Accuracy or completeness of the indexing information provided herein.

**Sign below only if your document is Non-Standard.**

I am requesting an emergency non-standard recording for an additional fee as provided in RCW 36.18.01 O. I understand that the recording processing requirements may cover up or otherwise obscure some parts of the text of the original document. Fee for non-standard processing is \$50.

Signature of Requesting Party

**FILED**

**OCT 02 2009**

**THOMAS R. FALLQUIST  
SPOKANE COUNTY CLERK**

**SUPERIOR COURT OF THE STATE OF WASHINGTON  
FOR SPOKANE COUNTY**

BANK OF AMERICA, N.A., as successor  
by merger to LASALLE BANK  
NATIONAL ASSOCIATION, as Trustee  
for the Registered Holders of Nomura  
Asset Securities Corporation Commercial  
Mortgage Pass-Through Certificates, Series  
1998-D6,

Plaintiff,

v.

LARRY J. RIETZ MP, LLC, a Minnesota  
limited liability company,

Defendant.

No. 09202980-1

**ORDER APPOINTING GENERAL  
RECEIVER**

1. **Hearing.** This matter came before the Court upon the motion of Plaintiff

BANK OF AMERICA, N.A. as successor by merger to LASALLE BANK NATIONAL  
ASSOCIATION, as Trustee for the Registered Holders of Nomura Asset Securities  
Corporation Commercial Mortgage Pass-Through Certificates, Series 1998-D6 ("Plaintiff"  
or the "Trust") for appointment of a general receiver with respect to the assets of Defendant

ORDER APPOINTING GENERAL RECEIVER - 1

**Perkins Cole LLP**  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000

**ORIGINAL**

1 Larry J. RIETZ MP, LLC ("Defendant"). The Court has considered the files and records in  
2 this case, including the Complaint, the motion, and the supporting declarations, and is fully  
3 advised.  
4

5  
6 2. **Findings.** The Court, being fully informed, makes the following  
7 findings:  
8

9  
10 2.1 Appointment of a general receiver is appropriate pursuant to the deeds of  
11 trust attached as exhibits to the Complaint and RCW 7.60.025(1)(a), (i), (cc) and (nn); and  
12 that the Court otherwise should exercise its inherent equity power to order the appointment  
13 of such a receiver.  
14

15 2.2 William E. Butler, RPA, CCIM, President of WEB Properties, Inc. (the  
16 "Receiver") is not an interested party in the above-captioned action or with respect to the  
17 Defendant's property and is competent and qualified to act as the receiver of the assets of  
18 the Defendant.  
19

20 2.3 Notice of Plaintiff's motion has been adequate and proper for the  
21 circumstances of this case.  
22

23 3. **Order.** Based upon the foregoing it is hereby ORDERED as follows:  
24

25 3.1. William E. Butler is appointed general receiver to take charge over all of  
26 Defendant's property, wherever located (the "Assets"), including, but not limited to, the real  
27 property with the legal description on Exhibit A hereto, with the commonly known address  
28 of 7701 N. Division Street, Spokane, Washington (the "Property"). During the receivership,  
29 and until further order of the Court, Defendant's property shall remain under this Court's  
30 exclusive jurisdiction in accordance with RCW 7.60.055. The Receiver shall not be subject  
31 to the control of any of the parties to this matter, but shall be subject only to the Court's  
32 direction in the fulfillment of the Receiver's duties. Entry of this Order, countersigned by  
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ORDER APPOINTING GENERAL RECEIVER - 2

1 the Receiver, evidences the Receiver's acceptance of its rights and duties hereunder and  
2 constitutes administration of any required oath of office.

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4 3.2. **Bond.** The Receiver shall post a \$10,000 bond with the Clerk of the Court to  
5 secure performance of the Receivers duties hereunder pursuant to RCW 7.60.045. The  
6 Receiver is authorized to pay the initial bond premium, and for any extension thereof, from  
7 funds in his possession in the receivership estate.  
8  
9

10  
11 3.3. **Receiver's Powers and Duties.** Unless and until otherwise ordered by the  
12 Court, the Receiver shall be a general receiver, with exclusive possession and control over  
13 all Assets, with the power, rights and authority vested in it by RCW 7.60.060, including but  
14 not limited to authority and control over all of Defendant's accounts (including without  
15 limitation, bank accounts). In addition:  
16  
17

18 a. The Receiver shall have authority to liquidate the Assets and/or  
19 wind-up the Defendants' affairs, pursuant to RCW 7.60.260. The Receiver's sale of estate  
20 property shall be effected free and clear of liens and of all rights of redemption, whether or  
21 not the sale will generate proceeds sufficient to fully satisfy all claims secured by the  
22 property. Upon any sale free and clear of liens in accordance with this order, all security  
23 interests and other liens encumbering the property conveyed transfer and attach to the  
24 proceeds of the sale, net of reasonable expenses incurred in the disposition of the property  
25 and receivership expenses allocated to the disposition of the property, in the same order,  
26 priority, and validity as the liens had with respect to the property immediately before the  
27 conveyance. The Receiver may file a motion to sell the Property and any of the Assets (a  
28 "Sale Motion") upon 15 days' written notice to Plaintiff, Defendant, and any other party  
29 with an interest in the Property as noted in the official real estate records of Spokane  
30 County, Washington as of the date of the filing of the Sale Motion.  
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ORDER APPOINTING GENERAL RECEIVER - 3

Perkins Coie LLP  
1201 Third Avenue, Suite 4800  
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Phone: 206.359.8000  
Fax: 206.359.9000

1                   b.     Subject to the cap set forth in Paragraph 3.3.e below, the Receiver is  
2 authorized to contract with or hire, pay, direct and discharge all persons deemed necessary  
3 by the Receiver, in its sole discretion, for the operation and maintenance of the Assets.  
4

5                   c.     The Receiver may bring and prosecute actions for the recovery of any  
6 Assets that may be in the possession of any third party.  
7

8                   d.     The Receiver shall have the power to do all things which the owner of  
9 the business or property might do in the ordinary course of the operation of the business as a  
10 going concern or use of the property including, but not limited to, the purchase and sale of  
11 goods or services in the ordinary course of such business, and the incurring and payment of  
12 expenses of the business or property in the ordinary course.  
13

14                   e.     Notwithstanding any of the foregoing, and except as set forth in  
15 Paragraph 3.15 below, the Receiver shall not make an expenditure or incur an obligation to a  
16 third party, other than approved professionals, in excess of \$2,500 without first obtaining  
17 either the consent of the Plaintiff or a court order.  
18

19                   f.     The Receiver shall establish a segregated account ("Bank Account")  
20 at a federally insured bank with branches in the State of Washington. The Receiver shall  
21 have the power to present for payment any checks, money orders, and other forms of  
22 payment made payable to the Defendants, or such similar names, which constitute or are  
23 derived from the rents and profits of the Assets, endorse same and collect the proceeds  
24 thereof, such proceeds to be used and maintained as elsewhere provided herein. The  
25 Receiver shall have the sole and exclusive authority to disburse funds from the Bank  
26 Account. The Receiver shall have authority to take possession of bank and other deposit  
27 accounts of the Defendant related to the Assets, and to open, transfer and change all bank  
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1 and trade accounts relating to the Assets, so that all such accounts are in the name of the  
2 Receiver.  
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4 g. The Receiver shall also disburse funds from the Bank Account to pay  
5 all amounts necessary to maintain adequate all risk hazard property damage and all risk  
6 comprehensive liability insurance on the Assets. Payment of payroll, payroll taxes,  
7 employee benefits, property management company fees, as applicable, utilities, insurance,  
8 taxes, landscaping, janitorial services, and maintenance shall not require prior approval of  
9 the Court.  
10

11 3.4. **Collections.** The Receiver is authorized to bring and prosecute actions for  
12 (i) the recovery of any Assets held by third parties; and (ii) collection of any sums owing to  
13 Defendant which constitute Assets. The Receiver may undertake his collection duties in  
14 Defendant's and/or the Receiver's name in assisting him with the collection of Defendant's  
15 uncollected accounts receivable. The Receiver may alter the place of payment, and  
16 otherwise take all actions necessary to collect all outstanding accounts receivable of  
17 Defendant, and to liquidate all other Assets, including without limitation notifying account  
18 debtors to pay the Receiver directly the proceeds of all outstanding accounts receivable and  
19 a copy of this Order may be remitted to account debtors and may be relied upon by account  
20 debtors as authority to pay the Receiver solely and directly. Any account debtor who makes  
21 payment to the Receiver shall have full credit in the amount of such payment with respect to  
22 its obligations owing to Defendant.  
23

24 3.5. **Reports.** The Receiver shall file with the Court monthly reports of the  
25 Receiver's operations and financial affairs in accordance with RCW 7.60.100, which reports  
26 shall be due by the last day of the subsequent month. Copies of such reports shall be  
27 furnished to the Defendant, Plaintiff, and any party requesting notice in this proceeding. As  
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ORDER APPOINTING GENERAL RECEIVER - 5

1 long as the Receiver furnishes such reports, the Receiver is excused from filing the  
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3 Schedules described in RCW 7.60.090 absent a further order of this Court.

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5 3.6. **Services/Tax Returns.** The Receiver is authorized to perform and/or direct  
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7 performance of legal, accounting, consulting and tax services with respect to the Assets, as  
8  
9 necessitated by this proceeding or by law in connection with the performance of the  
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11 Receiver's duties. The Receiver shall be under no obligation to complete or file tax returns  
12  
13 or other regulatory or governmental reports on behalf of Defendant, such responsibility to  
14  
15 remain with Defendant; but the Receiver shall furnish Defendant with such access to books  
16  
17 and records within the Receiver's custody or control as reasonably may be requested by  
18  
19 them and necessary in order for them to complete and file such returns, or other regulatory  
20  
21 or governmental filings or reports.

22  
23 3.7. **Executory Contracts/Leases.** The Receiver is authorized to assume or  
24  
25 reject executory contracts and unexpired leases of Defendant, as the Receiver deems to be in  
26  
27 the best interests of the creditors generally, provided such assumption or rejection shall  
28  
29 require a further order of this Court upon appropriate notice to the parties in accordance with  
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31 RCW 7.60.130.

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33 3.8. **Abandonment.** In accordance with RCW 7.60.150, the Receiver, upon order  
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35 of the Court following notice and a hearing, and upon the conditions or terms the court  
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37 considers just and proper, may abandon any estate property that is burdensome to the  
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39 Receiver or is of inconsequential value or benefit. Property that is abandoned no longer  
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41 constitutes estate property.

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43 3.9. **No Liability.** No obligation incurred by the Receiver in the good faith  
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45 performance by it of the Receiver's duties in accordance with the order of this Court, except  
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47 to the extent such obligation is found to have resulted from willful misconduct or fraudulent

ORDER APPOINTING GENERAL RECEIVER – 6

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1 behavior, whether pursuant to any contract, by reason of any tort, or otherwise, shall be the  
2 Receiver's personal obligation; rather, the recourse of any person or entity to whom the  
3 Receiver becomes obligated in connection with the performance of its responsibilities, shall  
4 be solely against the Assets. The Receiver shall not be deemed a declarant, special  
5 declarant, or a dealer within the meaning of the applicable Washington statutes and  
6 regulations relating to the Units and shall incur no personal liability thereunder.  
7 Notwithstanding any provisions of this Order which may be construed otherwise, the  
8 Receiver shall not be required to expend any personal funds to comply with any of the  
9 provisions of this order.  
10

11  
12 3.10. **Preservation of Assets.** The Receiver is authorized to do all things  
13 determined by the Receiver to be necessary to protect and preserve the Assets and the  
14 proceeds thereof and to maintain or enhance their value or income producing potential and  
15 to exercise all of the powers, duties and other authorities as may be provided by law or  
16 which may be necessary in the fulfillment of his duties, and all powers which the owner of  
17 the Assets itself might exercise with respect thereto or with respect to the business  
18 associated with them.  
19

20  
21 3.11. **Licenses.** The Receiver is authorized to acquire or renew all governmental  
22 licenses, permits or other authorizations, either in the Receiver's name or in the name of  
23 Defendant, pertaining to the Assets or any business associated therewith.  
24

25  
26 3.12. **Duty of Cooperation.** The parties to this proceeding, their attorneys, and all  
27 of the existing and former officers, directors, managers, agents, consultants and employees  
28 of Defendant, and all persons with actual or constructive knowledge of this Order and their  
29 agents and employees, shall cooperate with the Receiver in connection with his management  
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ORDER APPOINTING GENERAL RECEIVER - 7

Perkins Cole LLP  
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1 and operation of the Assets. Each of them shall relinquish and deliver possession of the  
2 Assets to the Receiver upon his demand, and shall turn over to the Receiver:

3  
4 a. The possession of the Property, including all keys to all locks on the  
5 Property, and the records, books of account, ledgers and all business records for the Assets  
6 (including, without limitation, the plans, specifications and drawings relating to or  
7 pertaining to any part or all of the Property), wherever located and in whatever mode  
8 maintained (including, without limitation, information contained on computers and any and  
9 all software relating thereto as well as all banking records, statements and cancelled checks);

10  
11 b. All documents that constitute or pertain to licenses, permits or  
12 governmental approvals relating to the Assets;

13  
14 c. All documents that constitute or pertain to insurance policies, whether  
15 currently in effect or lapsed, that relate to the Assets;

16  
17 d. All leases and subleases, royalty agreements, licenses, assignments or  
18 other agreements of any kind, whether currently in effect or lapsed, that relate to the Assets;

19  
20 e. All documents pertaining to past, present or future construction of any  
21 type with respect to all or part of the Property;

22  
23 f. All documents pertaining to toxic chemicals or hazardous materials, if  
24 any, ever brought, used and/or remaining upon the Property, including, without limitation,  
25 all reports, surveys, inspections, checklists, proposals, orders, citations, fines, warnings and  
26 notices; and

27  
28 g. All rents, profits and/or other proceeds derived from the Assets,  
29 including, without limitation, any security deposits, advances, prepaid rents, storage fees and  
30 parking fees, wherever and in whatever mode maintained. Any security or other deposits  
31 which tenants have paid to Defendants or their agents and which are not paid to the  
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ORDER APPOINTING GENERAL RECEIVER - 8

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1 Receiver, and over which the Receiver has no control, shall be obligations of the Defendants  
2 and may not be refunded by the Receiver without an order of this Court. Any other security  
3 or other deposits that tenants have paid or may pay to the Receiver, if otherwise refundable  
4 under the terms of their leases or agreements with the Receiver, shall be refundable by the  
5 Receiver in accordance with the leases or agreements.  
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10 h. Upon request of the Receiver, the Defendant shall instruct all property  
11 managers, agents, tenants, or others now or hereafter in possession of the Property or any  
12 portion of the Assets to make all such rent or other payments to the Receiver or the  
13 Receiver's designee until further Order of this Court.  
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18 i. All financial institutions, credit card processors, insurance agents or  
19 underwriters, utility providers, vendors, suppliers, tradesmen, materialmen, service  
20 providers, franchisors, taxing agencies, and all government agencies and departments are  
21 hereby ordered to take direction from the Receiver as it relates to the accounts of the  
22 Defendant and to surrender any and all funds held on deposit or apply said funds as directed  
23 by the Receiver.  
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30 3.13. **Receiver's Fee.** The Receiver's fee shall be \$1,000 per month. The  
31 Receiver's fee may exceed the cap set forth herein only upon the written consent of Plaintiff  
32 or a further order of this Court. Payment of the Receiver shall be subject to paragraph 3.15  
33 below.  
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38 3.14. **Professionals/Attorneys.** The law firm of Ewing Anderson PS is hereby  
39 authorized and appointed to act as attorneys for the receivership and, subject to the  
40 provisions of paragraph 3.15 below, shall be paid for all such services at the regular hourly  
41 rates of any attorneys and paralegals of the firm. Attorney David Eash, whose hourly rate  
42 for this matter is \$250.00, shall be the responsible attorney for this matter. Upon notice to  
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ORDER APPOINTING GENERAL RECEIVER - 9

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1 the parties and any other parties requesting notice, the Receiver may appoint other attorneys,  
2  
3 accountants and other professional services to assist it in carrying out his obligations as  
4  
5 Receiver.

6  
7 3.15. Payment of Receiver's and Professionals' Fees and Costs. The Receiver is  
8  
9 authorized to make payment for its fees and costs and for the fees and costs of its  
10  
11 professionals on a periodic basis, but in any event not more than monthly, as follows:

12 a. Prior to any such payment, the Receiver shall cause to be filed a  
13  
14 *notice of compensation of professionals and serve such notice, together with a reasonably*  
15  
16 *detailed description of the time periods, services and amount requested on: Plaintiff,*  
17  
18 *Defendant, and those parties who have requested notice. If no party in interest objects to*  
19  
20 *such payments or portions of such payments within ten (10) calendar days following the*  
21  
22 *date of notice, the fees and costs shall be deemed approved as being fully and finally earned*  
23  
24 *without further order or leave of the Court. If any party wishes to object to such payments*  
25  
26 *or portions thereof, such party shall notify in writing the Receiver and the above-referenced*  
27  
28 *parties of the nature of the objection within the 10-day objection period set forth above. If*  
29  
30 *there is an objection and the Receiver or affected professionals cannot consensually resolve*  
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32 *the dispute or if the dispute is not resolved within thirty (30) days of the date of such*  
33  
34 *objection, the objecting party may file a motion with the Court to resolve the objection.*

35 b. The approved fees and costs of the Receiver and its professionals  
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37 shall be paid from the gross receipts derived from the Assets and shall be a first priority lien  
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39 on the Assets, with priority over all other liens, including, without limitation, statutory liens.  
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42 c. On at least two (2) days notice to the Defendant, the Receiver is  
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44 authorized to borrow from either or both of the Plaintiff such amounts as may be necessary  
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46 to satisfy the actual and projected costs and expenses of the receivership, to the extent that  
47

1 the net Rents and Profits derived from the Assets are insufficient to satisfy such costs and  
2 expenses, on such terms as Plaintiff and the Receiver shall agree, and to execute such  
3 documentation satisfactory to the Receiver and the Plaintiff evidencing the obligation of the  
4 receivership estate (and not the Receiver individually or in its corporate capacity), including,  
5 without limitation, one or more Receivership Certificates, to repay such sums, provided  
6 however, any loans from either Plaintiff shall be made in Plaintiff's sole discretion. Any  
7 such loans shall receive a first priority lien on the receivership estate in favor of Plaintiff  
8 (subject only to any lien on the receivership estate in favor of the Receiver pursuant to  
9 subsection (b) above), and shall constitute advances under the respective deed of trust of  
10 such Plaintiff.  
11

12 d. In the event (1) either (i) Defendant is without sufficient liquid cash  
13 funds to defray on a current basis the reasonable fees and costs of the Receiver and its  
14 professionals and the expenses of this receivership or any of the projected future fees, costs  
15 and expenses of receivership, or (ii) the net value of the remaining assets are insufficient to  
16 meet the current or projected expenses of the receivership, and (2) Plaintiff refuses to fund  
17 such amounts pursuant to subsection 3.15(c) above, good cause for termination of this  
18 receivership shall be deemed to exist and, upon application by the Receiver and its  
19 professionals establishing such lack of funding for the receivership, their appointment shall  
20 be terminated and the Assets shall be distributed to such persons as the Court may then  
21 direct.  
22

23 3.16 **No Appraisal or Inventory Required.** The Receiver is excused from  
24 seeking an independent professional appraisal of the Assets or filing an inventory, absent a  
25 further order of this Court.  
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1           3.17 Utilities. Any utility company providing services to the Property, including  
2 gas, electricity, water, sewer, trash collection, telephone, communications or similar  
3 services, shall be prohibited from discontinuing service to the Property based upon unpaid  
4 bills incurred by Defendant. Further, such utilities shall transfer any deposits held by the  
5 utility to the exclusive control of such Receiver and be prohibited from demanding that the  
6 Receiver deposit additional funds in advance to maintain or secure such services.  
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12           3.18. Mail. Receiver may issue demand that upon the U. S. Postal service grant  
13 exclusive possession and control of mail including postal boxes as may have been used by  
14 Defendant and may direct that certain mail related to the Property and its business be  
15 re-directed to Receiver.  
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20           3.19 Insurance. The Receiver shall determine upon taking possession of the  
21 Property whether in the Receiver's judgment, there is sufficient insurance coverage. With  
22 respect to any insurance coverage in existence or obtained, the Receiver, Plaintiff, and the  
23 property management company, if any one exists, shall be named as an additional insured on  
24 the policies for the period of the receivership. If sufficient insurance coverage does not  
25 exist, the Receiver shall immediately notify the parties to this lawsuit and shall have thirty  
26 (30) calendar days to procure sufficient all-risk and liability insurance on the Property  
27 (excluding earthquake and flood insurance) provided, however, that if the Receiver does not  
28 have sufficient funds to do so, the Receiver shall seek instructions from the Court with  
29 regard to adequately insuring the property. The Receiver shall not be responsible for claims  
30 arising from the lack of procurement or inability to obtain insurance.  
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42           3.20 Exception to Automatic Stay. The automatic stay of RCW 7.60.110 shall  
43 not apply to Plaintiff's trustee sale of the Property and any action taken by Plaintiff in  
44 furtherance thereof.  
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ORDER APPOINTING GENERAL RECEIVER – 12

1           3.21 **Use of Funds.** The Receiver shall pay only those bills that are reasonable  
2 and necessary for the operation of the protection of the receivership property and shall  
3 allocate funds in the following order of priority: (1) the costs and expense of the receivership  
4 estate including, but, not limited to, utilities, insurance premiums, general and special taxes  
5 or assessments levied on the real property and improvements thereon; (2) the creation and  
6 retention by the Receiver of a reasonable working capital fund; (3) any dues owed by  
7 Defendant to the homeowners' association for the Property; (4) repayment of advances  
8 made by Plaintiff under the terms of this Order; and (5) amounts due to Plaintiff, which can  
9 be paid to Plaintiff without further order of this Court.  
10

11           3.22. **Notice of Receivership.** The Receiver is excused from the publication  
12 requirements set forth in RCW 7.60.200 and shall only be required to give notice of the  
13 receivership to known creditors of the Defendant.  
14

15           3.23 **Termination.** The receivership shall not be terminated, and the rights and  
16 obligations of the parties subject to this Order shall remain in full force, until this Court  
17 approves the Receiver's final report or until the court enters an order terminating the  
18 receivership.  
19

20           3.24. **Best Efforts/Further Construction.** The Court acknowledges the  
21 Receiver's ability to perform his duties under this Order may be limited by various factors,  
22 including but not limited to Receiver's limited access to information. The Court therefore  
23 requires only Receiver's best efforts to comply with the duties set forth in this Order and the  
24 Receiver may at any time apply to this Court for further or other instructions, or for a  
25 modification of this order, or for further powers necessary to enable the Receiver properly to  
26 perform his duties, or for a termination of the Receiver's appointment.  
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1 3.25. **Discharge/Final Report.** Upon distribution or disposition of all property of  
2 the estate, or the completion of the receiver's duties with respect to estate property, the  
3 Receiver shall move the Court to be discharged. The Receiver shall file a final report and  
4 accounting setting forth all receipts and disbursements of the estate which shall be annexed  
5 to the petition for discharge and filed with the court. Upon approval of the final report, the  
6 court shall discharge the Receiver and exonerate the Receiver's bond. The Receiver's  
7 discharge releases the Receiver from any further duties and responsibilities as receiver under  
8 RCW 7.60 et. seq.  
9

10 26. **Jurisdiction.** This Court shall retain jurisdiction over any disputes arising  
11 from the receivership, or relating to the Receiver, which jurisdiction shall be exclusive and  
12 shall survive the termination of the receivership.  
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14 DATED this 24 day of July, 2009.  
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JUDGE/COURT COMMISSIONER



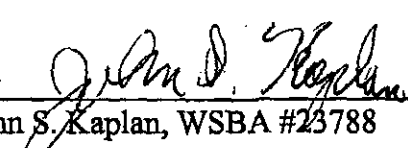
Presented by:

Accepted by:

PERKINS COIE LLP

WILLIAM E. BUTLER

By

  
John S. Kaplan, WSBA #23788

William E. Butler

Attorneys for Plaintiff

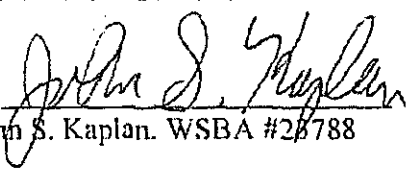
ORDER APPOINTING GENERAL RECEIVER – 15

60642-0078/LEGAL15909125.1

Perkins Coie LLP  
1201 Third Avenue, Suite 4800  
Seattle, WA 98101-3099  
Phone: 206.359.8000  
Fax: 206.359.9000

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2 Presented by:  
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4 PERKINS COIE LLP  
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7 By   
8 John S. Kaplan. WSBA #28788  
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11 Attorneys for Plaintiff  
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Accepted by:

WILLIAM E. BUTLER

  
William E. Butler

ORDER APPOINTING GENERAL RECEIVER - 15

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**EXHIBIT "A"**  
(Legal Description)

**PARCEL 1:**

That portion of the South half of the North half of the Northeast quarter of the Northeast quarter of Section 30, Township 26 North, Range 43 East, W.M., in Spokane County, Washington, described as follows:

BEGINNING at the intersection of the North line of said South half and the West right-of-way line of Division Street;

Thence South 00°14'39" East, along said West right-of-way line, 221.89 feet;

Thence South 12°03'28" West, 70.40 feet;

Thence South 60°08'34" West, 27.28 feet;

Thence South 89°45'21" West, 312.29 feet;

Thence North 00°14'39" West, 139.70 feet;

Thence North 07°28'25" East, 142.56 feet;

Thence North 00°14'39" West, 33.00 feet to the North line of said South half;

Thence South 88°32'59" East, along said North line, 332.00 feet to the Point of Beginning, also being known as;

Tract "A" of Short Plat No. SP-1025-95 according to Plat recorded in Volume 14 of Short Plats, Pages 21-22, in Spokane County, Washington.

**PARCEL 2:**

An easement for a sanitary sewer system as set forth in that certain Private Sewer System TIE-IN Easement Agreement filed for record on April 18, 1997, as Spokane County Auditor's No. 4095144.

**PARCEL 3:**

That certain non-exclusive easement and the rights and obligations pertaining thereto as set forth in that certain Declaration of Covenants, Conditions and Restrictions and Grant of Reciprocal Easements filed for record on April 18, 1997 as Spokane County Auditor's No. 4095143.